



April 1, 2009

Commissioner Jim Rokosch
Ravalli County Commissioners
215 South 4th Street Suite A
Hamilton MT 59840

RE:	Member Entity:	Stevensville Elementary School
	Claimant:	Ravalli County
	Claim Number:	GCMMSG2008000021
	Date of Event:	9/29/2008

Dear Mr. Rokosch:

As per my telephone message to you I have reviewed the Limited Release provided by Ravalli County. I have incorporated some of the Limited Release language into the General Release previously submitted. You will find two General Releases enclosed.

Please note that under description of incident in both of the enclosed Releases I have clarified that the claim by the County is only for the cost incurred to order and administer vaccine to persons exposed at the school on 9/29/08. I have removed the interest that you have requested.

Under Item 1. in the first version of the General Release you will find the language the County has requested be contained in the release. However, it is the request of the MSGIA and their general counsel that language be included that will allow a reimbursement of the settlement monies in the event the Release becomes null and void

Under Item 1. in the second version of the General Release you will not find the language the County requested nor the language MSGIA requested.

In both versions of the General Release I clarified that neither MMIA nor MSGIA are insurers or insurance companies. The school district is a member of a self insurance group of school districts in Montana.

I would ask that you review both versions of the General Release with the other Commissioners and your County attorney. I remain hopeful that we can get this matter resolved promptly.

Respectfully,



Linda Coombs AIC CIC
Property Claim Supervisor
(800) 635-3089, ext 115

Cc: MSGIA
Kent Kultgen



GENERAL RELEASE

RELEASOR: County of Ravalli

RELEASEES: Stevensville Elementary School, Stevensville School District, The Montana Schools Group Insurance Authority & The Montana Municipal Insurance Authority

DATE OF INCIDENT: 9/29/2008 exposure date

DESCRIPTION OF INCIDENT: Rabid bat brought to the school by parent of students exposing various students and teachers to rabies. County claim is for the cost incurred to order and administer vaccine to persons exposed at Stevensville Schools

SUM OF SETTLEMENT: Eighty-three thousand six hundred sixteen and 75/100 (\$83,616.75)

1. Release

The undersigned Releasor(s) acknowledge receipt of the above sum of money and in consideration for payment of such sum, fully and forever release and discharge Releasees, Releasees' successors, assigns, agents, partners, employees and attorneys from any and all actions, claims, causes of action, demands, or expenses for damages or injuries, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of the ordering of vaccine and expenses incurred in holding mass immunization clinics at the Stevensville Schools only. The parties understand and agree that this is neither a release nor an indemnification agreement should the Releasees be sued under any claim whatsoever regarding exposure to rabies. In such event, this release shall be null and void and Releasor shall immediately return the settlement amount to Releasees with check payable to Montana Schools Group Insurance Authority.

2. Future Damages

Inasmuch as the injuries, damages, and losses resulting from the events described herein may not be fully known and may be more numerous or more serious than it is now understood or expected, the Releasors agrees, as a further consideration of this agreement, that this Release applies to any and all injuries, damages and losses arising out of the casualty described herein, even though now unanticipated, unexpected and unknown, as well as any and all injuries, damages and losses which have already developed and which are now known or anticipated.



3. Release of Self-Insurance Group

Releasors further release the Montana Schools Group Insurance Authority from all obligations under any part of the Authority's Memorandum of Liability Coverage applicable to the incident as described herein and from any and all claims arising out of the investigation, handling, adjusting, defense or settlement of the incident described regarding vaccine payment and clinic expenses including, without limitation, any claims under Section 33-18-242, MCA.

4. Releasees' Reservation of Right of Subrogation, Contribution or Indemnity

This release does not in any way negate or diminish any right of Releasees or Releasor to subrogation, contribution or indemnity against any person, corporation, organization or indemnity against any person, corporation, organization or entity. Such right of subrogation, contribution or indemnity is hereby specifically reserved by Releasees or Releasor.

5. No Admission of Liability

It is understood that the above-mentioned sum is accepted as the sole consideration for full satisfaction and accord to compromise a disputed claim, as to Releasees, and that neither the payment of the sum by Releasees nor the negotiations for settlement shall be considered as an admission of liability.

6. No Additional Claims

Releasors expressly understand and agree that in the event any additional claim is made against any other party potentially liable for the losses or damages for which this Release is given, which is the ordering of vaccine and incurring of expenses for the mass immunization clinics held at Stevensville Schools, which directly or indirectly results in additional liability exposure to Releasees for the losses, injuries, and damages for which this Release is given, Releasors covenant and agree to indemnify and save Releasees harmless from all such claims and demands, including reasonable attorneys' fees and all other expenses necessarily incurred.

7. Apportionment of Payment to Lienholders

The Releasors may either apportion payment or make separate settlements among doctors, hospitals, all other health carrier providers and services, and any other individuals, companies, agencies, workers' compensation insurers or agencies, political subdivision, or attorneys who may have valid liens or rights of subrogation or reimbursement.



8. Nature of Payment

Payment of the above-mentioned sum is made to compensate Releasor(s) for expenses incurred relating to the ordering of vaccine and holding of mass immunization clinics at Stevensville Schools.

9. Disclaimer

Releasors have carefully read the foregoing Release, discussed its legal effect with Releasors' attorney, understands the contents thereof, and signs the same of Releasors' own free will and accord.

This Release shall be binding upon Releasors' heirs, successors, personal representatives and assigns.

DATED this ____ day of _____, 20__.

CAUTION: READ BEFORE SIGNING!

Releasor Carlotta Grandstaff, Chairman

By: _____
J. R. Iman, Commissioner

Releasor Greg Chilcott, Commissioner

By: _____
Kathleen Driscoll, Commissioner

Releasor James Rokosch, Commissioner



Releasee Stevensville School District

Releasee Stevensville Elementary School

Releasee Montana Schools Group Insurance Authority

Montana Municipal Insurance Authority

STATE OF MONTANA)

County of _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public for the State of Montana, personally appeared _____, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first-above written.

Notary Public for the State of Montana (seal)

Printed Name of Notary

Residing at: _____

My Commission expires: _____



GENERAL RELEASE

RELEASOR: County of Ravalli

RELEASEES: Stevensville Elementary School, Stevensville School District, The Montana Schools Group Insurance Authority & The Montana Municipal Insurance Authority

DATE OF INCIDENT: 9/29/2008 exposure date

DESCRIPTION OF INCIDENT: Rabid bat brought to the school by parent of students exposing various students and teachers to rabies. County claim is for the cost incurred to order and administer vaccine to persons exposed at Stevensville Schools

SUM OF SETTLEMENT: Eighty-three thousand six hundred sixteen and 75/100 (\$83,616.75)

1. Release

The undersigned Releasor(s) acknowledge receipt of the above sum of money and in consideration for payment of such sum, fully and forever release and discharge Releasees, Releasees' successors, assigns, agents, partners, employees and attorneys from any and all actions, claims, causes of action, demands, or expenses for damages or injuries, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of the ordering of vaccine and expenses incurred in holding mass immunization clinics at the Stevensville Schools only.

2. Future Damages

Inasmuch as the injuries, damages, and losses resulting from the events described herein may not be fully known and may be more numerous or more serious than it is now understood or expected, the Releasors agrees, as a further consideration of this agreement, that this Release applies to any and all injuries, damages and losses arising out of the casualty described herein, even though now unanticipated, unexpected and unknown, as well as any and all injuries, damages and losses which have already developed and which are now known or anticipated.

3. Release of Self-Insurance Group



Releasors further release the Montana Schools Group Insurance Authority from all obligations under any part of the Authority's Memorandum of Liability Coverage applicable to the incident as described herein and from any and all claims arising out of the investigation, handling, adjusting, defense or settlement of the incident described regarding vaccine payment and clinic expenses including, without limitation, any claims under Section 33-18-242, MCA.

4. Releasees' Reservation of Right of Subrogation, Contribution or Indemnity

This release does not in any way negate or diminish any right of Releasees or Releasor to subrogation, contribution or indemnity against any person, corporation, organization or indemnity against any person, corporation, organization or entity. Such right of subrogation, contribution or indemnity is hereby specifically reserved by Releasees or Releasor.

5. No Admission of Liability

It is understood that the above-mentioned sum is accepted as the sole consideration for full satisfaction and accord to compromise a disputed claim, as to Releasees, and that neither the payment of the sum by Releasees nor the negotiations for settlement shall be considered as an admission of liability.

6. No Additional Claims

Releasors expressly understand and agree that in the event any additional claim is made against any other party potentially liable for the losses or damages for which this Release is given, which is the ordering of vaccine and incurring of expenses for the mass immunization clinics held at Stevensville Schools, which directly or indirectly results in additional liability exposure to Releasees for the losses, injuries, and damages for which this Release is given, Releasors covenant and agree to indemnify and save Releasees harmless from all such claims and demands, including reasonable attorneys' fees and all other expenses necessarily incurred.

7. Apportionment of Payment to Lienholders

The Releasors may either apportion payment or make separate settlements among doctors, hospitals, all other health carrier providers and services, and any other individuals, companies, agencies, workers' compensation insurers or agencies, political subdivision, or attorneys who may have valid liens or rights of subrogation or reimbursement.

8. Nature of Payment



Payment of the above-mentioned sum is made to compensate Releasor(s) for expenses incurred relating to the ordering of vaccine and holding of mass immunization clinics at Stevensville Schools.

9. Disclaimer

Releasors have carefully read the foregoing Release, discussed its legal effect with Releasors' attorney, understands the contents thereof, and signs the same of Releasors' own free will and accord.

This Release shall be binding upon Releasors' heirs, successors, personal representatives and assigns.

DATED this ____ day of _____, 20__.

CAUTION: READ BEFORE SIGNING!

Releasor Carlotta Grandstaff, Chairman

By: _____
J. R. Iman, Commissioner

Releasor Greg Chilcott, Commissioner

By: _____
Kathleen Driscoll, Commissioner

Releasor James Rokosch, Commissioner